

18035 *K*
REGISTRATION NO. _____ FILED 1825


DEC 10 1992 -11 25 AM

INTERSTATE COMMERCE COMMISSION

CERTIFICATE

I, MARGARET M. PEARSON, Notary Public, State of Wisconsin, hereby certify that I have compared the attached copy of the Eleventh Supplemental Indenture dated November 15, 1967 with the original instrument and found the copy to be complete and identical in all respects to the original.

Executed on this 9th day of December 1992.



Margaret M. Pearson
Notary Public, State of Wisconsin
My Commission expires March 19, 1995
Telephone: (414) 221-2235

(SEAL)

[CONFORMED COPY]

WISCONSIN ELECTRIC POWER COMPANY

TO

FIRST WISCONSIN TRUST COMPANY

As Trustee

18035 *K*

REGISTRATION NO. _____ FILED 1/10/68

DEC 10 1967 11 52 AM

INTERSTATE COMMERCE COMMISSION

Eleventh Supplemental Indenture

DATED NOVEMBER 15, 1967

**First Mortgage Bonds,
6 $\frac{7}{8}$ % Series due 1997**

WISCONSIN ELECTRIC POWER COMPANY
Eleventh Supplemental Indenture dated November 15, 1967

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SUPPLEMENTAL INDENTURE, dated the fifteenth day of November, Nineteen hundred and sixty-seven (1967) made by and between WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the first part, and FIRST WISCONSIN TRUST COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Trustee"), as Trustee under the Mortgage and Deed of Trust dated October 28, 1938, hereinafter mentioned, party of the second part;

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Mortgage and Deed of Trust dated October 28, 1938, as amended June 1, 1946, May 1, 1952 and April 1, 1958 (said Mortgage and Deed of Trust, as so amended, being hereinafter sometimes referred to as the "Original Indenture"), to secure the payment of the principal of and the interest and premium, if any, on all Bonds at any time issued and outstanding thereunder, and to declare the terms and conditions upon which Bonds are to be issued thereunder; and indentures supplemental thereto dated October 28, 1938, June 1, 1946, March 1, 1949, June 1, 1950, May 1, 1952, May 1, 1954, April 15, 1956, April 1, 1958, November 15, 1960 and November 1, 1966, respectively, have heretofore been entered into between the Company and the Trustee; and

WHEREAS, Bonds have been issued by the Company under said Mortgage and Deed of Trust and indentures supplemental thereto prior to the date hereof as follows:

(1) \$55,000,000 principal amount of First Mortgage Bonds, 3½% Series due 1968, all of which have been redeemed prior to the date of execution hereof;

(2) \$50,000,000 principal amount of First Mortgage Bonds, 2⅝% Series due 1976 (herein called the "Bonds of 1976 Series"), which are described in the Supplemental Indenture dated June 1, 1946 (hereinafter called the "Supplemental Indenture of June 1, 1946"), of which \$42,984,000 principal amount remain outstanding at the date of execution hereof;

(3) \$10,000,000 principal amount of First Mortgage Bonds, 2⅞% Series due 1979 (herein called the "Bonds of 1979 Series"), which are described in the Supplemental Indenture dated March 1, 1949 (hereinafter called the "Supplemental Indenture of March 1, 1949"), of which \$8,714,000 principal amount remain outstanding at the date of execution hereof;

(4) \$15,000,000 principal amount of First Mortgage Bonds, 2 $\frac{3}{4}$ % Series due 1980, which are described in the Supplemental Indenture dated June 1, 1950, of which \$13,146,000 principal amount remain outstanding at the date of execution hereof;

(5) \$12,500,000 principal amount of First Mortgage Bonds, 3 $\frac{1}{4}$ % Series due 1982, which are described in the Supplemental Indenture dated May 1, 1952, of which \$11,049,000 principal amount remain outstanding at the date of execution hereof;

(6) \$20,000,000 principal amount of First Mortgage Bonds, 3 $\frac{1}{8}$ % Series due 1984, which are described in the Supplemental Indenture dated May 1, 1954, of which \$17,972,000 principal amount remain outstanding at the date of execution hereof;

(7) \$30,000,000 principal amount of First Mortgage Bonds, 3 $\frac{7}{8}$ % Series due 1986, which are described in the Supplemental Indenture dated April 15, 1956, of which \$26,490,000 principal amount remain outstanding at the date of execution hereof;

(8) \$30,000,000 principal amount of First Mortgage Bonds, 4 $\frac{1}{8}$ % Series due 1988, which are described in the Supplemental Indenture dated April 1, 1958, of which \$27,421,000 principal amount remain outstanding at the date of execution hereof;

(9) \$30,000,000 principal amount of First Mortgage Bonds, 5% Series due 1990, which are described in the Supplemental Indenture dated November 15, 1960, of which \$29,199,000 principal amount remain outstanding at the date of execution hereof;

(10) \$30,000,000 principal amount of First Mortgage Bonds, 5 $\frac{7}{8}$ % Series due 1996, which are described in the Supplemental Indenture dated November 1, 1966, of which \$29,829,000 principal amount remain outstanding at the date of execution hereof;

and

WHEREAS, the Company is entitled at this time to have authenticated and delivered additional Bonds on the basis of the net bondable value of property additions not subject to an unfunded prior lien, upon compliance with the provisions of Section 4 of Article III of the Original Indenture; and

WHEREAS, the Company desires by this Supplemental Indenture to provide for the creation of a new series of bonds under the Original Indenture, to be designated "First Mortgage Bonds, 6 $\frac{7}{8}$ % Series due 1997" (hereinafter called the "Bonds of 1997 Series"); and the Original Indenture provides that certain terms and provisions, as determined by the Board of Directors of the Company, of the Bonds of any particular series may be expressed in and provided for by the execution of an appropriate supplemental indenture; and

WHEREAS, the Original Indenture provides that the Company and the Trustee may enter into indentures supplemental to the Original Indenture to convey, transfer and assign to the Trustee and to subject to the lien of the Original Indenture additional properties acquired by the Company; and to add, to the covenants and agreements of the Company contained in the Original Indenture, other covenants and agreements thereafter to be observed; and

WHEREAS, the Company, in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee a supplemental indenture in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in consideration of the premises and of the mutual covenants herein contained and of the acceptance of this trust by the Trustee and of the sum of One Dollar duly paid by the Trustee to the Company at or before the time of the execution of this Supplemental Indenture, and of other valuable considerations, the receipt whereof is hereby acknowledged, and in order further to secure the payment of the principal of and interest (and premium, if any) on all Bonds at any time issued and outstanding under the Original Indenture and all indentures supplemental thereto (hereinafter sometimes collectively

called the "Indenture"), according to their tenor, purport and effect, the Company has executed and delivered this Supplemental Indenture and has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over, ratified and confirmed and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over, ratify and confirm unto First Wisconsin Trust Company, as Trustee, and to its successors in trust under the Indenture forever, all and singular the properties described in Schedule A to this Supplemental Indenture (in addition to all other properties heretofore specifically subjected to the lien of the Indenture and not heretofore released from the lien thereof);

TO HAVE AND TO HOLD all said properties, real, personal and mixed, mortgaged, pledged and conveyed by the Company as aforesaid, or intended so to be, unto the Trustee and its successors and assigns forever;

SUBJECT, HOWEVER, to the exceptions and reservations and matters herein recited, to existing leases other than leases which by their terms are subordinate to the lien of the Indenture, to existing liens upon rights-of-way for transmission or distribution line purposes, as defined in Article I of the Original Indenture, and any extensions thereof, and subject to existing easements for streets, alleys, highways, rights-of-way and railroad purposes over, upon and across certain of the property described in Schedule A to this Supplemental Indenture, and subject also to all the terms, conditions, agreements, covenants, exceptions and reservations expressed or provided in the deeds or other instruments respectively under and by virtue of which the Company acquired the properties described in Schedule A to this Supplemental Indenture, and to undetermined liens and charges, if any, incidental to construction or other existing permitted liens as defined in Article I of the Original Indenture;

IN TRUST, NEVERTHELESS, upon the terms and trusts in the Original Indenture and the indentures supplemental thereto, including this Supplemental Indenture, set forth, for the equal and proportionate benefit and security of all present and future holders of the Bonds and coupons issued and to be issued thereunder, or any of them, without

preference of any of said Bonds and coupons of any particular series over the Bonds and coupons of any other series, by reason of priority in the time of the issue, sale or negotiation thereof, or by reason of the purpose of issue or otherwise howsoever, except as otherwise provided in Section 2 of Article IV of the Original Indenture.

PROVIDED, HOWEVER, and these presents are upon the condition that, if the Company, its successors or assigns, shall pay or cause to be paid unto the holders of the Bonds the principal and interest (and premium, if any) to become due in respect thereof at the times and in the manner stipulated therein and in the Indenture, and shall keep, perform and observe all and singular the covenants and promises in the Bonds and in the Indenture expressed as to be kept, performed and observed by or on the part of the Company, then this Supplemental Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to remain in full force and effect;

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED, by and between the parties hereto, for the benefit of those who shall hold the Bonds, or any of them, to be issued under the Indenture, as follows:

ARTICLE I.

DESCRIPTION OF BONDS OF 1997 SERIES.

SECTION 1. The eleventh series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be Bonds of 1997 Series. The Bonds of 1997 Series shall, subject to the provisions of Section 1 of Article II of the Original Indenture, be designated as "First Mortgage Bonds, 6 $\frac{7}{8}$ % Series due 1997" of the Company. The Bonds of 1997 Series shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture and of this Supplemental Indenture.

The Bonds of 1997 Series shall mature November 15, 1997, and shall bear interest at the rate of six and seven-eighths per cent. (6 $\frac{7}{8}$ %) per annum, payable semi-annually on the fifteenth days of May and November in each year (each such May 15 and November 15 being hereinafter called an "interest payment date"). The Bonds of 1997 Series shall be payable as to principal and interest in any coin or currency of the United

States of America which at the time of payment is legal tender for public and private debts, and shall be payable (as well the interest as the principal thereof) at the agency of the Company in the City of Milwaukee, Wisconsin, or, at the option of the registered owner, at the agency of the Company in the Borough of Manhattan, The City of New York.

The interest so payable on any interest payment date shall be paid to the persons in whose names the Bonds of 1997 Series are registered at the close of business on the last business day (hereinafter called the "record date") which is more than ten days prior to such interest payment date, a "business day" being any day which is not a day on which banks in the City of Milwaukee, Wisconsin, are authorized by law to close; except that if the Company shall default in the payment of any interest due on such interest payment date, such defaulted interest shall be paid to the persons in whose names the Bonds of 1997 Series are registered on the date of payment of such defaulted interest, or at the election of the Company at the close of business on a special record date for the payment of such defaulted interest established by notice given by mail by or on behalf of the Company not less than 15 days preceding such special record date.

Except as provided hereinafter, every Bond of 1997 Series shall be dated as of the date of its authentication and delivery, or if that is an interest payment date, the next day, and shall bear interest from the interest payment date next preceding its date or November 15, 1967, whichever is later. Notwithstanding Section 6 of Article II of the Original Indenture, any Bond of 1997 Series authenticated and delivered by the Trustee after the close of business on the record date with respect to any interest payment date and prior to such interest payment date shall be dated as of the date next following such interest payment date and shall bear interest from such interest payment date; except that if the Company shall default in the payment of any interest due on such interest payment date, such Bond shall bear interest from the interest payment date to which interest on such Bond has been paid or November 15, 1967, whichever is later.

SECTION 2. The Bonds of 1997 Series shall be registered bonds without coupons of the denomination of \$1,000 and any multiple of \$1,000, numbered consecutively from R1 upwards.

SECTION 3. The Bonds of 1997 Series and the Trustee's Certificate to be endorsed on the Bonds of 1997 Series shall be substantially in the following forms respectively:

[FORM OF BOND]

WISCONSIN ELECTRIC POWER COMPANY
(Incorporated under the laws of the State of Wisconsin)

FIRST MORTGAGE BOND, 6 $\frac{7}{8}$ % SERIES DUE 1997

Due November 15, 1997

No. R..... \$.....

WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company", which term shall include any successor corporation as defined in the Amended Indenture mentioned on the reverse side hereof), for value received, hereby promises to pay to

or registered assigns, on the fifteenth day of November, 1997, the sum of _____ Dollars, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and to pay interest thereon in like coin or currency from the May 15 or November 15 next preceding the date of this Bond at the rate of six and seven-eighths per cent. (6 $\frac{7}{8}$ %) per annum, payable semi-annually, on the fifteenth days of May and November in each year until maturity, or, if this Bond shall be duly called for redemption, until the redemption date, or, if the Company shall default in the payment of the principal hereof, until the Company's obligation with respect to the payment of such principal shall be discharged as provided in the Amended Indenture. The interest so payable on any May 15 or November 15 will, subject to certain exceptions provided in the indenture dated November 15, 1967, supplemental to the Amended Indenture, be paid to the person in whose name this Bond is registered at the close of business on the last business day which is more than ten days prior to such May 15 or November 15. Both principal of, and interest on, this Bond are payable at the agency of the Company in the City of Milwaukee,

Wisconsin, or, at the option of the registered owner hereof, at the agency of the Company in the Borough of Manhattan, The City of New York.

This Bond shall not be entitled to any benefit under the Amended Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until First Wisconsin Trust Company, the Trustee under the Amended Indenture, or a successor trustee thereto under the Amended Indenture, shall have signed the form of certificate endorsed hereon.

Additional provisions of this Bond are set forth on the reverse hereof and such provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, Wisconsin Electric Power Company has caused this Bond to be signed in its name by its President or a Vice President, manually or in facsimile, and its corporate seal (or a facsimile thereof) to be hereto affixed and attested by the manual or facsimile signature of its Secretary or an Assistant Secretary.

Dated,

WISCONSIN ELECTRIC POWER COMPANY,

By

President

Attest:

.....

Secretary

[FORM OF TRUSTEE'S CERTIFICATE]

This Bond is one of the Bonds, of the series designated therein, described in the within-mentioned Amended Indenture and Supplemental Indenture of November 15, 1967.

FIRST WISCONSIN TRUST COMPANY,
Trustee,

By

Authorized Officer

[TEXT APPEARING ON REVERSE SIDE OF BOND]

This Bond is one of a duly authorized issue of Bonds of the Company (herein called the "Bonds"), in unlimited aggregate principal amount, of the series hereinafter specified, all issued and to be issued under and equally secured by a mortgage and deed of trust, dated October 28, 1938, executed by the Company to First Wisconsin Trust Company (herein called the "Trustee"), as Trustee, as amended by the indentures supplemental thereto dated June 1, 1946, May 1, 1952 and April 1, 1958, between the Company and the Trustee (said mortgage and deed of trust, as so amended, being herein called the "Amended Indenture") and all indentures supplemental thereto, to which Amended Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the bearers or registered owners of the Bonds, of the Company and of the Trustee in respect thereto, and the terms and conditions upon which the Bonds are, and are to be, secured. To the extent permitted by, and as provided in, the Amended Indenture, modifications or alterations of the Amended Indenture, or of any indenture supplemental thereto, and of the rights and obligations of the Company and of the holders of the Bonds and any coupons appertaining thereto may be made with the consent of the Company by an affirmative vote of not less than 75% in amount of the Bonds entitled to vote then outstanding, at a meeting of Bondholders called and held as provided in the Amended Indenture, and by an affirmative vote of not less than 75% in amount of the Bonds of any series entitled to vote then outstanding and affected by such modification or alteration, in case one or more but less than all of the series of Bonds then outstanding are so affected; provided, however, that no such modification or alteration shall be made which will affect the terms of payment of the principal of, or interest or premium (if any) on, this Bond, which are unconditional. The Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as in the Amended Indenture provided. This Bond is one of a series designated as the "First Mortgage Bonds, 6 $\frac{7}{8}$ % Series due 1997" (herein called "Bonds of 1997 Series") of the Company, issued under and secured by the Amended Indenture and all indentures supplemental

thereto and described in the indenture supplemental thereto dated November 15, 1967 (hereinafter called the "Supplemental Indenture of November 15, 1967"), executed by the Company to the Trustee.

The Bonds of 1997 Series are subject to redemption (otherwise than for the Improvement and Sinking Fund provided for in the Supplemental Indenture of November 15, 1967, the Maintenance and Replacement Fund provided for in said Supplemental Indenture and in the supplemental indentures dated June 1, 1946 and March 1, 1949, or upon application of certain moneys included in the trust estate), at any time or from time to time prior to maturity, at the option of the Company, either as a whole or in part, upon payment of the regular redemption prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date; all subject to the conditions and as more fully set forth in the Amended Indenture and Supplemental Indenture of November 15, 1967.

The Bonds of 1997 Series are subject to redemption for said Improvement and Sinking Fund, or said Maintenance and Replacement Fund, or upon application of certain moneys included in the trust estate, upon payment of the special redemption prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date; all subject to the conditions and as more fully set forth in the Supplemental Indenture of November 15, 1967.

If Redeemed During the 12 Months Period Ending November 14	Expressed as Percentages of the Principal Amount of the Bonds	
	Regular Redemption Price	Special Redemption Price
1968.....	113.00	101.60
1969.....	113.00	101.59
1970.....	113.00	101.57
1971.....	113.00	101.55
1972.....	113.00	101.53
1973.....	107.07	101.50
1974.....	106.79	101.48
1975.....	106.51	101.45
1976.....	106.22	101.43
1977.....	105.94	101.40
1978.....	105.66	101.37

If Redeemed During the 12 Months Period Ending November 14	Expressed as Percentages of the Principal Amount of the Bonds	
	Regular Redemption Price	Special Redemption Price
1979.....	105.38	101.33
1980.....	105.09	101.30
1981.....	104.81	101.26
1982.....	104.53	101.22
1983.....	104.24	101.17
1984.....	103.96	101.13
1985.....	103.68	101.08
1986.....	103.40	101.02
1987.....	103.11	100.96
1988.....	102.83	100.90
1989.....	102.55	100.84
1990.....	102.27	100.77
1991.....	101.98	100.69
1992.....	101.70	100.61
1993.....	101.42	100.53
1994.....	101.14	100.44
1995.....	100.85	100.34
1996.....	100.57	100.24
1997.....	100.29	100.12

Notice of redemption shall be mailed, not less than thirty days nor more than sixty days prior to the redemption date, to all registered owners of the Bonds to be redeemed, at their addresses as the same shall appear on the transfer register of the Company; all subject to the conditions and as more fully set forth in the Amended Indenture and the Supplemental Indenture of November 15, 1967. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the owner receives it.

In case an event of default, as defined in the Amended Indenture, shall occur, the principal of all the Bonds at any such time outstanding under the Amended Indenture and all indentures supplemental thereto may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Amended Indenture. The Amended Indenture provides that such declaration may in certain events be waived by the holders of a majority in principal amount of the Bonds outstanding.

This Bond is transferable by the registered owner hereof, in person or by duly authorized attorney, on the books of the Company to be kept for that purpose at the agency of the Company in the Borough of Manhattan, The City of New York, and at the agency of the Company in the City of Milwaukee, Wisconsin, upon surrender and cancellation of this Bond and on presentation of a duly executed written instrument of transfer, and thereupon a new registered Bond or Bonds of the same series, of the same aggregate principal amount and in authorized denominations, will be issued to the transferee or transferees in exchange herefor; and this Bond, with or without others of like series, may in like manner be exchanged for one or more new registered Bonds of the same series of other authorized denominations but of the same aggregate principal amount; all subject to the terms and conditions set forth in the Amended Indenture.

No recourse shall be had for the payment of the principal of, or the interest on, this Bond, or for any claim based hereon or on the Amended Indenture or any indenture supplemental thereto, against any incorporator, or against any stockholder, director or officer, as such, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers, as such, being released by every owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise released by the terms of the Amended Indenture.

SECTION 4. Until Bonds of 1997 Series in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Trustee shall authenticate and deliver, in lieu thereof, Bonds of 1997 Series in temporary form, as provided in Section 9 of Article II of the Original Indenture. Such Bonds of 1997 Series in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in such Bonds in definitive form, include a reference to this Supplemental Indenture for a statement of such redemption prices.

ARTICLE II.

ISSUE OF BONDS OF 1997 SERIES.

SECTION 1. The principal amount of Bonds of 1997 Series which may be authenticated and delivered hereunder is not limited except as the Original Indenture limits the principal amount of Bonds which may be issued thereunder.

SECTION 2. Bonds of 1997 Series for the aggregate principal amount of Forty million Dollars (\$40,000,000), being the initial issue of Bonds of 1997 Series, may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the Company, upon receipt by the Trustee of the resolutions, certificates, instruments and opinions required by Sections 3 and 4 of Article III and by Article XVIII of the Original Indenture.

ARTICLE III.

REDEMPTION.

SECTION 1. The Bonds of 1997 Series shall, subject to the provisions of Article V of the Original Indenture, be redeemable (otherwise than for the Improvement and Sinking Fund provided in Article IV hereof, or the Maintenance and Replacement Fund provided in Article IV hereof, and otherwise than pursuant to Section 8 of Article VIII of the Original Indenture except that, in the case of moneys deposited with the Trustee pursuant to Section 5 of Article III of the Original Indenture, redemption pursuant to said Section 8 of said Article VIII shall be at the regular redemption prices referred to below), at any time or from time to time prior to maturity, at the option of the Board of Directors of the Company, either as a whole or in part, upon payment of the regular redemption prices applicable to the respective periods set forth in the form of Bonds of 1997 Series in Section 3 of Article I hereof, together, in each case, with accrued interest to the redemption date.

The Bonds of the 1997 Series shall, subject to the provisions of Article V of the Original Indenture, be redeemable through the operation of the Improvement and Sinking Fund or the Maintenance and Replacement Fund provided in Article IV hereof, or pursuant to Section 8 of Article VIII of the Original Indenture (otherwise than with moneys deposited with the Trustee pursuant to Section 5 of Article III of the Original Indenture), upon payment of the special redemption prices applicable to the respective periods set forth in the form of Bonds of 1997 Series in Section 3 of Article I hereof, together, in each case, with accrued interest to the redemption date.

SECTION 2. Notice of redemption shall be sufficiently given if mailed, postage prepaid, not less than thirty days and not more than sixty days prior to the date fixed for redemption, to the registered owners of the Bonds to be redeemed, at their addresses as the same shall appear on the transfer register of the Company. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the owner receives it.

ARTICLE IV.

IMPROVEMENT AND SINKING FUND AND MAINTENANCE AND REPLACEMENT FUND.

SECTION 1. The Company covenants and agrees that, so long as any Bonds of 1997 Series are outstanding, it will, on or before April 30 of each year beginning with the year 1970 deposit with the Trustee an amount in cash and/or a principal amount of issued Bonds of any series not theretofore made the basis for the authentication and delivery of Bonds or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Trustee under any provision of the Indenture or of this Supplemental Indenture, equal in the aggregate to one per cent. (1%) of (a) the greatest aggregate principal amount of Bonds of 1997 Series outstanding at any one time prior to January 1 of such year less (b) the aggregate principal amount of all issued Bonds of 1997 Series retired pursuant to Section 8 of Article VIII of the Original Indenture prior to the date of such deposit; provided, however, that in each year there shall be credited against the amount of cash and/or principal amount of Bonds so required to be deposited

with the Trustee an amount equal to sixty per cent. (60%) of the amount of net bondable value of property additions not subject to an unfunded prior lien which the Company then elects to make the basis of a credit under this Section.

On or before April 30 of each such year beginning with the year 1970 the Company shall deliver to the Trustee:

(a) an officers' certificate which shall state:

(1) the greatest aggregate principal amount of Bonds of 1997 Series outstanding at any one time prior to January 1 of such year; and

(2) the aggregate principal amount of all issued Bonds of 1997 Series retired pursuant to Section 8 of Article VIII of the Original Indenture prior to the date of such officers' certificate;

and

(b) if the Company elects in such year to make the basis of a credit under this Section any amount of net bondable value of property additions not subject to an unfunded prior lien, the certificates, instruments, opinions, prior lien bonds and cash prescribed in subsections (a) to (g), inclusive, of Section 4 of Article III of the Original Indenture, except that such documents shall refer to the reduction of cash rather than to the issue of Bonds or the withdrawal of cash.

So long as any of the Bonds of 1997 Series are outstanding, property additions used as the basis of a credit under this Section shall not thereafter be made the basis for the authentication and delivery of Bonds or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Trustee under any provision of the Indenture.

All coupon Bonds delivered by the Company to the Trustee pursuant to the provisions of this Section shall be accompanied by all unmatured coupons appertaining thereto, and all registered Bonds without coupons and all coupon Bonds registered as to principal so delivered shall be accompanied by duly executed instruments of transfer.

Notwithstanding any other provisions of the Original Indenture or of this Supplemental Indenture, the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on April 30 of the then current year and the two

succeeding years, by depositing cash and/or a principal amount of issued Bonds of any series with the Trustee in full satisfaction or in partial satisfaction of the requirements of this Section.

All cash paid to the Trustee pursuant to the provisions of this Section shall be held in trust, but not as part of the trust estate, for the benefit of the holders of the Bonds of 1997 Series.

The Trustee, upon receipt of cash pursuant to the provisions of this Section, shall forthwith proceed to apply the same toward the purchase of issued Bonds of 1997 Series, in an aggregate principal amount not exceeding the amount of cash deposited, on any securities exchange or in the open market or at private sale at the price or prices most favorable to the Company in the judgment of the Trustee; provided, however, that no Bonds of 1997 Series shall be purchased at such price (including accrued interest and brokerage) that the cost thereof to the Company would exceed the cost of redeeming such Bonds of 1997 Series on a date forty days after the date of such purchase (including in such cost the premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date).

Notwithstanding the foregoing provisions of this Section, the Company, at the time of paying to the Trustee any Improvement and Sinking Fund payment, or at any time or from time to time thereafter, may, by a request in writing signed in the name of the Company by its President or any Vice President, and its Treasurer or any Assistant Treasurer, accompanied by a certified resolution of the Board of Directors authorizing or directing the Trustee to apply an amount therein specified to the redemption of Bonds of 1997 Series, direct the Trustee to apply such Improvement and Sinking Fund payment or any part thereof (not theretofore disbursed by the Trustee for the purchase of Bonds of 1997 Series or required for the purchase of Bonds of 1997 Series under offers or proposals theretofore accepted by the Trustee) to the redemption of Bonds of 1997 Series, and in such event the amount so specified is hereby required to be applied promptly to the redemption of Bonds of 1997 Series. Upon receipt of such instrument in writing and certified resolution of the Board of Directors, the Trustee shall select, in any manner determined by the Trustee to be equitable, from the Bonds of 1997 Series, the particular Bonds of 1997 Series or portions thereof to be redeemed, in an aggregate principal amount

sufficient to exhaust as nearly as may be the full amount so specified and within ten days after the receipt of such instrument in writing and certified resolution the Trustee shall notify the Company of the particular Bonds of 1997 Series or portions thereof to be redeemed. The Company shall thereupon cause notice of such redemption to be given.

Notwithstanding any other provisions of this Section, if moneys in excess of the sum of Fifty thousand Dollars (\$50,000) deposited with the Trustee pursuant to this Section (except moneys which have theretofore been set aside for the purchase of Bonds of 1997 Series or for the redemption of Bonds of 1997 Series called for redemption) shall have remained on deposit for a period of ninety days, such moneys so remaining on deposit shall promptly thereafter be applied by the Trustee to the redemption of issued Bonds of 1997 Series. In such case the Trustee shall select, in any manner determined by the Trustee to be equitable, from the Bonds of 1997 Series the particular Bonds of 1997 Series or portions thereof to be redeemed in an aggregate principal amount sufficient to exhaust as nearly as may be the full amount of cash remaining on deposit with the Trustee pursuant to this Section and shall notify the Company of the particular Bonds of 1997 Series or portions thereof to be redeemed. The Company shall thereupon cause notice of such redemption to be given.

Any Bonds delivered to, and any Bonds of 1997 Series purchased or redeemed by, the Trustee pursuant to the provisions of this Section shall forthwith be cancelled by the Trustee and shall not be reissued, and, so long as any Bonds of 1997 Series are outstanding, no Bonds so delivered and cancelled and no Bonds of 1997 Series so purchased or redeemed and cancelled shall be made the basis for the authentication and delivery of Bonds or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Trustee under any provision of the Indenture.

SECTION 2. The Company covenants and agrees that, so long as any of the Bonds of 1997 Series are outstanding, it will provide a Maintenance and Replacement Fund (herein called the Maintenance and Replacement Fund), as follows—

(A) The Company will, so long as any Bonds of 1976 Series remain outstanding, make the payments or deliver Bonds to the Trustee in accordance with and as required by the Maintenance Fund for the Bonds of 1976 Series (Section 2 of Part IV of

the Supplemental Indenture of June 1, 1946) and comply with all the covenants and provisions of said Maintenance Fund as set forth in said Section 2 of Part IV;

(B) When no Bonds of 1976 Series remain outstanding, the Company agrees that it will, on or before April 30 in each year, make the payments to the Trustee for the maintenance and replacement requirement as provided in Paragraph (B) of Section 2 of Article IV of the Supplemental Indenture of March 1, 1949, and will comply with all the covenants and provisions with respect to such maintenance and replacement requirement contained in said Section 2, and will be entitled to the privilege of using gross property additions in the manner provided therein when the Bonds of 1976 Series no longer remain outstanding, which covenants and provisions are hereby continued in effect so long as any of the Bonds of 1997 Series are outstanding. Nothing in this Supplemental Indenture shall be deemed to prohibit the withdrawal by the Company, upon compliance with the provisions of Section 1 of Article VIII of the Original Indenture, of any cash deposited with the Trustee under this Paragraph (B).

Any Bonds of 1997 Series delivered to, or purchased or redeemed by, the Trustee pursuant to the Maintenance and Replacement Fund, shall forthwith be cancelled by the Trustee and shall not be reissued.

SECTION 3. Upon the purchase or redemption by the Trustee of any Bonds pursuant to the provision of this Article IV:

(a) The Company shall pay to the Trustee all interest up to but not including the day of purchase or redemption, as the case may be, on all Bonds so purchased or redeemed, together with cash in the amount, if any, by which the aggregate purchase or redemption price (excluding interest) paid by the Trustee exceeds the aggregate principal amount of the Bonds purchased or redeemed. All costs of giving notice and all brokerage charges shall be paid by the Company, or, if paid by the Trustee, shall forthwith be paid to it by the Company upon demand.

(b) The Trustee shall pay to or upon the order of the Treasurer or an Assistant Treasurer of the Company, from any moneys deposited with the Trustee under Sections 1 or 2 of this Article IV, an amount equal to the amount by which the aggregate

principal amount of Bonds purchased exceeds the aggregate purchase price (less interest) paid by the Trustee for such Bonds.

SECTION 4. No moneys received by the Trustee pursuant to any provision of the Indenture other than this Article IV, and no Bonds purchased or redeemed with such moneys pursuant to Section 8 of Article VIII of the Original Indenture, shall be credited at any time to or on account of the Improvement and Sinking Fund or the Maintenance and Replacement Fund provided for in this Article IV.

ARTICLE V.

ADDITIONAL PARTICULAR COVENANTS OF THE COMPANY.

The Company hereby covenants, warrants and agrees:

SECTION 1. That, so long as any Bonds of 1997 Series are outstanding, the Company will not make any restricted payment on its Common Stock, as such term is defined in Section 2 of this Article V, if, after giving effect to such restricted payment,

(a) the aggregate of all restricted payments made by the Company during the period commencing July 1, 1966 and ending on the last day of the third month preceding the month in which such restricted payment is made,

shall exceed

(b) the sum of \$37,173,892 plus the net income of the Company during such period applicable to the Common Stock of the Company.

SECTION 2. The terms "restricted payment" and "restricted payment on its Common Stock", as such terms are used in this Article V, shall mean and include the declaration and payment of any dividend on the Common Stock of the Company (other than dividends payable solely in shares of Common Stock), the making of any other distribution on and the acquisition for value of any shares of its Common Stock (except in exchange for shares of Common Stock).

SECTION 3. That the Company is lawfully seized and possessed of all of the mortgaged property described in Schedule A to this Supplemental Indenture; that it has good right and lawful authority to

mortgage the same as provided in this Supplemental Indenture; and that such mortgaged property is, at the actual date of the initial issue of the Bonds of 1997 Series, free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto prior to the Indenture, except as set forth in the granting clauses of the Indenture or this Supplemental Indenture.

ARTICLE VI.

ARTICLE IV AND SECTION 1 OF ARTICLE V LIMITED.

The provisions of Article IV and Section 1 of Article V above shall be binding upon the Company and effective so long, but only so long, as any Bonds of 1997 Series are outstanding.

ARTICLE VII.

THE TRUSTEE.

The Trustee hereby accepts the trusts hereby declared and provided, and agrees to perform the same upon the terms and conditions in the Original Indenture and in this Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely.

ARTICLE VIII.

MISCELLANEOUS PROVISIONS.

All terms contained in this Supplemental Indenture and not defined herein shall, for all purposes hereof, have the meanings given to such terms in Article I of the Original Indenture.

Although this Supplemental Indenture for convenience and for the purpose of reference is dated November 15, 1967, the actual date of execution by the Company and by the Trustee is as indicated by their respective acknowledgments hereto annexed.

This Supplemental Indenture may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, said Wisconsin Electric Power Company has caused this Supplemental Indenture to be executed on its behalf by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and said seal and this Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries; and said First Wisconsin Trust Company, in evidence of its acceptance of the trust hereby created, has caused this Supplemental Indenture to be executed on its behalf by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and said seal and this Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries; all as of the fifteenth day of November, One thousand nine hundred and sixty-seven.

WISCONSIN ELECTRIC POWER COMPANY,

By /s/ ALFRED GRUHL
Alfred Gruhl
President.

[CORPORATE SEAL]

Attested:

/s/ H. P. CHAMBERLIN
H. P. Chamberlin
Secretary.

Signed, sealed and delivered by
WISCONSIN ELECTRIC POWER
COMPANY in the presence of:

/s/ H. L. WARHANEK
H. L. Warhanek

/s/ R. B. FISHER
R. B. Fisher
As Witnesses.

FIRST WISCONSIN TRUST COMPANY,

By /s/ H. G. WINES
H. G. Wines
Vice President.

[CORPORATE SEAL]

Attested:

/s/ M. H. KLUG
M. H. Klug
Assistant Secretary.

Signed, sealed and delivered by
FIRST WISCONSIN TRUST COM-
PANY in the presence of:

/s/ LARRY H. FALTZ
Larry H. Faltz

/s/ BERNARD S. STEIN
Bernard S. Stein
As Witnesses.

STATE OF WISCONSIN, }
COUNTY OF MILWAUKEE. } SS.:

On this 16th day of November, 1967, before me personally appeared ALFRED GRUHL and H. P. CHAMBERLIN, to me personally known, who, being by me severally duly sworn, did say: that Alfred Gruhl is President and H. P. Chamberlin is Secretary of WISCONSIN ELECTRIC POWER COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Alfred Gruhl and H. P. Chamberlin severally acknowledged said instrument to be the free act and deed of said corporation.

/s/ J. H. GOETSCH

J. H. Goetsch

Notary Public

State of Wisconsin

My Commission expires on July 19, 1970

[Seal of Notary Public]

STATE OF WISCONSIN, }
COUNTY OF MILWAUKEE. } SS.:

On this 16th day of November, 1967, before me personally appeared H. G. WINES and M. H. KLUG, to me personally known, who, being by me severally duly sworn, did say: that H. G. Wines is a Vice President and M. H. Klug is an Assistant Secretary of FIRST WISCONSIN TRUST COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said H. G. Wines and M. H. Klug severally acknowledged said instrument to be the free act and deed of said corporation.

/s/ L. J. FREITAG

L. J. Freitag

Notary Public

State of Wisconsin

My Commission expires on January 7, 1968

[Seal of Notary Public]

This instrument was drafted by David S. Henkel
on behalf of Wisconsin Electric Power Company.

SCHEDULE A**Description of Properties****Parcels of Real Estate**

The following described parcels of real estate, all of which are located in the State of Wisconsin in the respective counties hereinafter specified:

DANE COUNTY

1. Marshall Substation: That part of Outlot No. 63 in Assessor's Plat of the Village of Marshall and a Replat of part of the original Plat of Howard City, being a part of the NW $\frac{1}{4}$ of Section 15, Township 8 north, Range 12 east, bounded and described as follows: Beginning at a point in the center line of Deerfield Road (State Trunk Highway 73), said point is North $30^{\circ} 40'$ East, a distance of 1,282.75 feet from the southwest corner of the NW $\frac{1}{4}$ of said Section 15; running thence North $30^{\circ} 40'$ East along the center line of Deerfield Road, a distance of 250 feet to a point which is also the point of intersection of the center lines of School Street and Deerfield Road; thence South $59^{\circ} 20'$ East, a distance of 250 feet to a point; thence South $30^{\circ} 40'$ West, a distance of 250 feet to a point; thence North $59^{\circ} 20'$ West, a distance of 250 feet to the place of beginning; subject to Deerfield Road on the northwest.

FOND DU LAC COUNTY

2. Marytown Substation: The north 180 feet of the west 250 feet of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, Township 17 north, Range 19 east.

JEFFERSON COUNTY

3. Fort Atkinson Service Building: That part of the NW $\frac{1}{4}$ of Section 9, Township 5 north, Range 14 east, in the City of Fort Atkinson, bounded and described as follows: Beginning at the north quarter corner of said Section 9; running thence North $88^{\circ} 17'$ West along the north line of said section, a distance of 170.22 feet to the center line of State Trunk Highway 26; thence South $29^{\circ} 56'$ West along said line, a distance of 405.42 feet to a point; thence South $15^{\circ} 38'$ West along said center line, a distance of 1,644.55 feet to the point of beginning of the parcel to be described, said point also being the southeasterly corner of a parcel of land owned by Blodgett Milling as described in that certain Warranty Deed recorded in the Office of the Register of Deeds for Jefferson County, Wisconsin, in Volume 330 of Deeds on Page 1 as Document No. 598386; thence continuing South $15^{\circ} 38'$ West along said center line, a distance of 720.43 feet to the south line of said

NW $\frac{1}{4}$; thence North $88^{\circ} 07'$ West along said south line, a distance of 698.35 feet to the easterly line of the right of way of the Chicago and North Western Railway Company; thence North $29^{\circ} 54'$ East along said easterly line of said Railway right of way, a distance of 890.26 feet to the southwesterly corner of the land owned by said Blodgett Milling; thence South $77^{\circ} 18'$ East along said Blodgett Milling's southerly property line, a distance of 459.30 feet to the southeasterly corner of said Blodgett Milling's land and the place of beginning; excepting and reserving therefrom the easterly 60 feet for public highway purposes, subject to the right, permission and authority for the owner of the above-described tract of land to cross and/or traverse all or any part of the easterly 60 feet of land excepted and reserved for the public highway for the purpose of ingress and egress.

4. Hackbarth Substation: That part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 5 north, Range 14 east, bounded and described as follows: Beginning at a point in the north line of the NE $\frac{1}{4}$ of said Section 16, said point is 521.70 feet east of the northwest corner of said NE $\frac{1}{4}$; running thence South $87^{\circ} 47'$ East, a distance of 250 feet to a point; thence east and parallel with the north line of said NE $\frac{1}{4}$, a distance of 180 feet to a point; thence North $87^{\circ} 47'$ West, a distance of 250 feet to a point in the north line of said NE $\frac{1}{4}$; thence west along the north line of said NE $\frac{1}{4}$, a distance of 180 feet to the place of beginning; subject to Hackbarth Road on the north.

5. Palmyra Substation: That part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, Township 5 north, Range 16 east, bounded and described as follows: Beginning at the point of intersection of the center line of County Trunk Highway "H" and the center line of Blue Spring Drive in the NW $\frac{1}{4}$ of said Section 27; running thence North $52^{\circ} 43' 40''$ East along the center line of said Highway "H", a distance of 250 feet to the point of beginning of the tract to be described; thence continuing North $52^{\circ} 43' 40''$ East along the center line of said Highway "H", a distance of 274.66 feet to a point in the east line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 27; thence South $03^{\circ} 14' 40''$ West along said east line, a distance of 311.23 feet to a point; thence South $52^{\circ} 43' 40''$ West and parallel with the center line of said Highway "H", a distance of 152.79 feet to a point which is 250 feet northeasterly of the center line of said Blue Spring Drive and 250 feet southeasterly of the point of beginning; thence North $18^{\circ} 25' 20''$ West, a distance of 250 feet to the place of beginning; subject to County Trunk Highway "H" on the northwest.

6. Addition to Jefferson Substation: The north 33 feet of the west 726 feet of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 6 north, Range 14 east.

7. Transmission Line Land: That part of the NW $\frac{1}{4}$ of Section 30, Township 8 north, Range 15 east, that lies easterly of a line drawn parallel with and distant 44 feet southeasterly, as measured at right angles and radially, from the center line of the main track of the Chicago and North Western Railway Company, as located and established; subject to the reservation of the right to maintain, operate, use, reconstruct and replace existing utility facilities in, on, over and across said premises.

KENOSHA COUNTY

8. Holloway Substation: That part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, Township 2 north, Range 21 east, bounded and described as follows: Beginning at a point in the west line of said Section 26, said point being 1,146 feet north of the east-west quarter section line; running thence north along the west line of said section, a distance of 180 feet, to the northwest corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section; thence South $88^{\circ} 24'$ East along the north line of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 250 feet to a point; thence south, a distance of 180 feet to a point; thence North $88^{\circ} 24'$ West, a distance of 250 feet to the place of beginning; subject to County Trunk Highway "MB" on the west.

9. Kenosha Substation: That part of the NW $\frac{1}{4}$ of Section 11, Township 1 north, Range 22 east, bounded and described as follows: Beginning at the northwest corner of said Section 11; running thence South $02^{\circ} 41'$ East along the west line of said section (said line is also the east line of premises owned by Wisconsin Electric Power Company), a distance of 1,154.8 feet to a point in the northerly line of the Chicago and North Western Railway Company right of way; thence North $52^{\circ} 57' 30''$ East along the said northerly right-of-way line, a distance of 667.58 feet to a point; thence North $00^{\circ} 01' 50''$ East, a distance of 751.33 feet to a point in the north line of said section; thence North $89^{\circ} 29'$ West along the north line of said section, a distance of 587.1 feet to the place of beginning; excepting therefrom that part conveyed to Kenosha County for State Trunk Highway 50 on the north, as described in that certain Warranty Deed recorded in the Office of Register of Deeds for Kenosha County in Volume 536 of Records on Page 115 as Document No. 411854.

10. Wilmot Substation: That part of the NW $\frac{1}{4}$ of Section 31, Township 1 north, Range 20 east, bounded and described as follows: Beginning at a point in the west line of said Section 31, said point being 10.95 feet south of the northwest corner of said section; running thence south along the west line of said section, a distance of 383.44 feet to a point in the center of County Trunk Highway "W" (Wilmot Road); thence northeasterly along the center line of said highway following a

curve to the right (said curve has a radius of 570 feet, an arc of 225.50 feet, and a chord of 224.06 feet which bears North $53^{\circ} 27'$ East), a distance of 225.50 feet to a point; thence north and parallel with the west line of said section, a distance of 250 feet to a point; thence west and perpendicular to the west line of said section, a distance of 180 feet to the place of beginning; subject to County Trunk Highway "W" on the south.

11. Addition to Kenosha Operating Property: That part of Block 87 in the NE $\frac{1}{4}$ of Section 31, Township 2 north, Range 23 east, in the City of Kenosha, bounded and described as follows: Beginning at a point in the west line of said Block 87, said point being 185 feet north of the southwest corner of said block, as measured along said west line; running thence east, a distance of 120 feet to a point; thence north, a distance of 30 feet to a point; thence west, a distance of 120 feet to a point; thence south, a distance of 30 feet to the place of beginning.

Also, that part of Block 89, Original Plat of part of the NE $\frac{1}{4}$ of Section 31, Township 2 north, Range 23 east, in the City of Kenosha, bounded and described as follows: Beginning at a point 33 feet south of the southeast corner of the northeast quarter of said Block 89; running thence north along the east line thereof, a distance of 126.5 feet to the center of Pike Creek; thence southwesterly, a distance of 132 feet to a point which is 33 feet south of the south line of the northeast quarter of said block; thence east, a distance of 27.5 feet to the place of beginning.

12. Transmission Line Land: A parcel of land 100 feet in width, being 50 feet in width on each side of the center line of the Chicago & Milwaukee Electric Railroad, as said railroad center line has been surveyed, staked out and located across the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 2 north, Range 22 east. Said center line intersects the south line of the said NE $\frac{1}{4}$ of said Section 25 at a point 971.7 feet east of the southwest corner of said NE $\frac{1}{4}$; and runs thence north along a straight line to a point in the north line of the SW $\frac{1}{4}$ of said NE $\frac{1}{4}$ which is 968.3 feet east of the west line of the said NE $\frac{1}{4}$.

Also a parcel of land 100 feet in width, being 50 feet in width on each side of the center line of the Chicago & Milwaukee Electric Railroad, as surveyed, staked out and located across parts of Sections 24 and 13, Township 2 north, Range 22 east, beginning at a point 560.34 feet north of the south line of said Section 24, measured perpendicular thereto, and extending to the east-west quarter section line of said Section 13. The said center line intersects the south line of said Section 24 at a point 1,712 feet west of the southeast corner of said section and runs thence north along a straight line 587.2 feet to a point of curve; thence northerly and easterly along a curved line (said curve is convex westerly and has a radius of 11,459.2 feet), to a point of tangency

290.55 feet beyond the intersection of said center line with the east $\frac{1}{16}$ section line at a point 852.1 feet north of the east-west quarter section line of said Section 24; thence northerly along a line tangent to the said curved line which intersects the north line of the SE $\frac{1}{4}$ of said Section 13 at a point 90 feet west of the northeast corner of said SE $\frac{1}{4}$, as measured along the north line of the said SE $\frac{1}{4}$; excepting therefrom those parts thereof heretofore conveyed by Quit Claim Deeds to the City of Kenosha for the extension of 27th Street, 24th Street, 21st Street, and North Pershing Road, and also excepting therefrom a strip of land, 60 feet in width, across the said 100-foot right of way of the Chicago, North Shore and Milwaukee Railway Company (formerly Chicago & Milwaukee Electric Railroad) in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13. The southerly line of said 60-foot strip is perpendicular to and intersects the easterly line of said railway right of way at a point 425.55 feet northerly of the south line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, measured along said easterly right-of-way line.

Also a parcel of land 100 feet in width, being 50 feet in width on each side of the center line of the Chicago & Milwaukee Electric Railroad, as surveyed, staked out and located over and across that part of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 13, Township 2 north, Range 22 east, excepting therefrom that part within the limits of County Trunk Highways "E" and "Y". Said center line intersects the north line of the SE $\frac{1}{4}$ of said Section 13 at a point 90 feet west of the east line of said section and runs thence northeasterly, a distance of 320.2 feet to a point in the east line of said section, said point being 311.9 feet north of the southeast corner of the NE $\frac{1}{4}$ of said section, measured along the east line thereof.

Also that part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 2 north, Range 22 east, bounded and described as follows: Beginning at a point in the easterly right-of-way line of the Chicago, North Shore and Milwaukee Railway (formerly Chicago & Milwaukee Electric Railroad), said point is 39.46 feet west of the northeast corner of the SE $\frac{1}{4}$ of said Section 13, measured along the north line of said SE $\frac{1}{4}$; thence southwesterly along the easterly line of said railway right of way, a distance of 427.8 feet to a point; thence easterly at right angles to the easterly line of said railway right of way, a distance of 20 feet to a point; thence northerly along a line parallel with and 20 feet distant easterly from said railway right-of-way line, a distance of 67.8 feet to a point; thence easterly at right angles to the said railway right-of-way line, a distance of 89.93 feet, more or less, to the westerly line of 22nd Avenue; thence northwesterly along the westerly line of 22nd Avenue, a distance of 377 feet, more or less, to the north line of said SE $\frac{1}{4}$; thence west along the north line of said SE $\frac{1}{4}$, a distance of 6.42 feet to the place of beginning.

Also that part of the NW $\frac{1}{4}$ of Section 18, Township 2 north, Range 23 east, lying south of a line drawn 1,571 feet south of and parallel with the north line of said Section 18, and west of a line drawn parallel with and 50 feet east of the center line of the Chicago & Milwaukee Electric Railroad, as surveyed, staked out and located over and across the west 40 acres of said NW $\frac{1}{4}$ of said Section 18; excepting therefrom that part taken and used as County Trunk Highway "Y". Said center line intersects the west line of said Section 18 at a point 311.9 feet north of the southwest corner of said NW $\frac{1}{4}$ and runs thence northeasterly to a point of intersection with the north line of said section, which is 682.7 feet east of the northwest corner thereof.

Also a parcel of land 100 feet in width, being 50 feet on each side of the center line of the Chicago & Milwaukee Electric Railroad, as surveyed, staked out and located over and across a part of the W $\frac{1}{2}$ of Section 7, Township 2 north, Range 23 east, lying northerly of the center line of a public roadway which generally parallels the south line of said Section 7 and is located approximately 0.25 mile north thereof, and southerly of the north line of said section. The said center line intersects the south line of said Section 7 at a point 682.7 feet east of the southwest corner thereof and runs northeasterly in a straight line to a point of intersection with the north line of said section at a point 2,168.9 feet east of the northwest corner of said section.

Also that part of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 7, Township 2 north, Range 23 east, described as follows: Beginning at a point in the north line of the S $\frac{1}{2}$ of the said NW $\frac{1}{4}$ of said Section 7, said point being 50 feet westerly of, measured perpendicular to the center line of the Chicago & Milwaukee Electric Railroad right of way, as said center line has been surveyed, staked out and located across said section; running thence southwesterly along a straight line, a distance of 44.5 feet to a point which is 75 feet westerly of the said railroad center line, measured perpendicular thereto; thence southerly and parallel with said center line, a distance of 312.7 feet; thence southerly along a straight line, a distance of 51.5 feet to a point which is 50 feet westerly of said railroad center line, measured perpendicular thereto; thence northerly along a line parallel with said railroad center line, a distance of 394.5 feet to the place of beginning.

Also a parcel of land 150 feet in width, being 75 feet in width on each side of the center line of the Chicago & Milwaukee Electric Railroad, as said center line has been surveyed, staked out and located over and across the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 6, Township 2 north, Range 23 east. Said center line intersects the south line of said Section 6 at a point 470.85 feet west of the south quarter corner of said section, and runs thence northerly along a straight line to a point in the north line of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said section, said point being 94 feet west of the east line of the S $\frac{1}{4}$ of said Section 6.

Also that part of the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 6, Township 2 north, Range 23 east, lying easterly of a line drawn 50 feet westerly of and parallel with the center line of the Chicago & Milwaukee Electric Railroad right of way, as said center line has been surveyed, staked out and located across said Section 6. Said center line intersects the north line of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 6 at a point 94 feet west of the east line of said SW $\frac{1}{4}$ and runs thence northeasterly 345.7 feet along a straight line to a point in the east line of said SW $\frac{1}{4}$, said point is 332 feet north of the northeast corner of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 6.

Also a parcel of land 100 feet in width, being 50 feet on each side of the center line of the Chicago & Milwaukee Electric Railroad, as surveyed, staked out and located over and across a part of Section 6, Township 2 north, Range 23 east, lying easterly of the west line of the E $\frac{1}{2}$ of said Section 6. Said center line intersects the south line of said Section 6 at a point 470.85 feet west of the north-south quarter section line of said section and runs thence northerly in a straight line to a point in the north line of the said section, said point being 1,604.4 feet west of the northeast corner of said section measured along said north line.

Also, to be used for highway purposes only, that part of the SE $\frac{1}{4}$ of Section 6, Township 2 north, Range 23 east, described as follows: Beginning at a point in the east line of the Chicago & Milwaukee Electric Railroad right of way, which is 849.1 feet southwesterly from the intersection of said right-of-way line with the north line of said SE $\frac{1}{4}$ of said Section 6, measured along said easterly line; running thence easterly at right angles to said right-of-way line, a distance of 50 feet; thence southerly and parallel with said right-of-way line, a distance of 611.6 feet to the west line of said SE $\frac{1}{4}$; thence north along the west line of said SE $\frac{1}{4}$, a distance of 183.45 feet to the east line of said railroad right of way; thence northerly along said railroad right-of-way line, a distance of 378.4 feet to the place of beginning.

All of the foregoing descriptions of land, formerly a part of the Chicago & Milwaukee Electric Railroad right of way, are subject to municipal and zoning ordinances, easements and restrictions of record, and licenses or agreements granted for electric and telephone lines, gas mains, water mains, and drainage facilities.

MANITOWOC COUNTY

13. East Forest Junction Switching Station: That part of Section 16, Township 20 north, Range 22 east, described as follows: The W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the south 220 feet of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; subject to the reservation of the right, per-

mission and authority to traverse the north 40 feet of the west 40 feet of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the west 40 feet of the south 220 feet of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 16.

14. Point Beach Lands: All that part of Government Lot 1 in the NW $\frac{1}{4}$ of Section 13, Township 21 north, Range 24 east, including riparian rights.

Also that part of Section 14, Township 21 north, Range 24 east, described as follows: The NE $\frac{1}{4}$, the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, the S $\frac{1}{2}$ of the NW $\frac{1}{4}$, and the N $\frac{1}{2}$ of the SW $\frac{1}{4}$; subject to State Trunk Highway 42 on the west.

Also the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 26, Township 21 north, Range 24 east, excepting therefrom the following described parcels of land:

Parcel No. 1: Beginning at the southwest corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26; running thence north, a distance of 12 rods $16\frac{1}{3}$ links to a point; thence east, a distance of 14 rods $3\frac{1}{2}$ links to a point; thence continuing east, a distance of 184 feet; thence south, a distance of 12 rods $16\frac{1}{3}$ links; thence west to the point of beginning.

Parcel No. 2: Beginning at a point 1,118.50 feet distant from the center of said Section 26 measured along a line which passes through the said center and bears North $01^{\circ} 09'$ West; running thence North $86^{\circ} 28' 45''$ East, a distance of 129.35 feet; thence South $61^{\circ} 13'$ East, a distance of 74.20 feet; thence South $35^{\circ} 31'$ East, a distance of 181.30 feet; thence South $67^{\circ} 13' 30''$ East, a distance of 71.00 feet; thence North $69^{\circ} 49' 30''$ East, a distance of 40.45 feet; thence North $56^{\circ} 06' 15''$ East, a distance of 111.15 feet; thence South $88^{\circ} 31' 45''$ East, a distance of 137.50 feet; thence South $10^{\circ} 58' 45''$ West, a distance of 368.30 feet; thence South $89^{\circ} 44' 30''$ West, a distance of 227.60 feet; thence North $05^{\circ} 48' 30''$ East, a distance 258.40 feet; thence North $68^{\circ} 09'$ West, a distance of 89.25 feet; thence North $35^{\circ} 24'$ West, a distance of 185.25 feet; thence North $61^{\circ} 48' 45''$ West, a distance of 60.00 feet; thence South $85^{\circ} 14' 30''$ West, a distance of 118.20 feet; thence North $01^{\circ} 09'$ West, a distance of 33.00 feet to the place of beginning.

Also the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 21 north, Range 24 east.

Also the W $\frac{1}{2}$ of Section 25, Township 21 north, Range 24 east, excepting therefrom a parcel of land described as follows: Beginning at the southwest corner of the SW $\frac{1}{4}$ of said Section 25; running thence north, a distance of 209 feet; thence east, a distance of 233 feet;

thence south, a distance of 209 feet; thence west, a distance of 233 feet along the public highway to the place of beginning.

Also the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 21 north, Range 24 east.

Also that part of Government Lot 2 in Section 25, Township 21 north, Range 24 east, bounded and described as follows: Beginning at the west quarter corner of said Section 25; running thence North $89^{\circ} 42'$ East along the east-west quarter section line, a distance of 2,638.59 feet; thence South $89^{\circ} 59'$ East along said quarter section line, a distance of 1,325.58 feet; thence north, a distance of 411.40 feet to the place of beginning of the land to be described; thence continuing north 288.45 feet to the southerly line of Sandy Bay Road as reconstructed and existing in September 1966; thence southeasterly along the arc of a curve to the left having a radius of 2,638.6 feet, and a chord of 373.53 feet (said chord bears South $42^{\circ} 07'$ East); thence South $87^{\circ} 24'$ West, a distance of 250.78 feet to the place of beginning.

MILWAUKEE COUNTY

15. Addition to Everett Parking Station: The south 40 feet of Lot 4, and the south 50 feet of Lots 5 and 6, in Block 77 of the Plat of the Town of Milwaukee on the west side of the River (Milwaukee) in the SE $\frac{1}{4}$ of Section 29, Township 7 north, Range 22 east, City of Milwaukee.

16. Addition to Oak Creek Power Plant: The W $\frac{1}{2}$ of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 36, Township 5 north, Range 22 east, in the City of Oak Creek, except the N $\frac{2}{3}$ of the W $\frac{1}{2}$ thereof.

17. Transmission Line Land: That part of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 30, Township 8 north, Range 21 east, in the City of Milwaukee, bounded and described as follows: Beginning at the point where the north line of the S $\frac{1}{2}$ of said SE $\frac{1}{4}$ intersects the east line thereof; running thence South $87^{\circ} 41'$ West along the north line of the S $\frac{1}{2}$ of said quarter section, a distance of 1,598.0 feet to a point; thence south and parallel with the east line of said quarter section, a distance of 398.0 feet to a point in the northerly right-of-way line of the Chicago and North Western Railway Company; thence North $75^{\circ} 36'$ East along said northerly right-of-way line, a distance of 1,187.70 feet to a point; thence north and parallel with the east line of said quarter section, a distance of 25.0 feet to a point; thence North $75^{\circ} 36'$ East along the northerly right-of-way line of said Railway Company, a distance of 460.0 feet to the point where the east line of said quarter section intersects the said right-of-way line; thence north along the east line of said quarter section, a distance of 26.75 feet to the place of beginning.

Also that part of a certain parcel of land in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 30, Township 8 north, Range 21 east, in the City of Milwaukee, that lies southerly of a line drawn parallel with and distant 75 feet northerly, as measured at right angles and radially, from the center line of the main line track of the Chicago and North Western Railway Company, as originally located and established, and that lies northerly, of a line drawn parallel with and distant 50 feet northerly as measured at right angles and radially, from the center line of said Railway Company's main track, as now located and established, said certain parcel of land being described as follows: Beginning at a stake at the southwest corner of the SW $\frac{1}{4}$ of said Section 30; running thence north along the county line of the Government Survey, a distance of 40 rods; thence east, a distance of 40 rods; thence south, a distance of 40 rods; thence west along the center line of the section line road to the place of beginning.

Also that part of the NW $\frac{1}{4}$ of Section 28, Township 8 north, Range 21 east, in the City of Milwaukee, bounded and described as follows: Beginning at a point in the east line of the NW $\frac{1}{4}$ of said Section 28, said point being 418.13 feet North $00^{\circ} 16'$ West of the southeast corner of said NW $\frac{1}{4}$, said point being also in the northerly line of the Chicago and North Western Railway right of way; running thence North $00^{\circ} 16'$ West along said east line, a distance of 221.47 feet to a point; thence South $88^{\circ} 23'$ West, a distance of 300 feet to a point; thence South $00^{\circ} 16'$ East and parallel with the east line of said NW $\frac{1}{4}$, a distance of 289.92 feet to a point in the northerly line of the said railway right of way; thence North $75^{\circ} 36'$ East along the said northerly line of said railway right of way, a distance of 309.27 feet to the place of beginning; reserving therefrom the north 30 feet and excepting the east 45 feet for street purposes.

Also that part of the N $\frac{1}{2}$ of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 20, Township 6 north, Range 21 east, in the City of Greenfield, bounded and described as follows: Beginning at a point in the north line of said quarter section, said point being 97.5 feet east of the northwest corner of said quarter section; running thence south along a line which is parallel with and 97.5 feet east of the west line of said quarter section, a distance of 215 feet to a point; thence southeasterly to a point which is 450 feet south of the northwest corner (measured along the west line) of said quarter section and 160 feet east of (measured perpendicular thereto) the west line of said quarter section; thence southeasterly to a point which is 740 feet south of the northwest corner (measured along the west line) of said quarter section and 385 feet east of (measured perpendicular thereto) the said west line; thence southeasterly to a point which is 840 feet south of the northwest corner (measured along the west line) and 560 feet east of the said west line (measured perpendicular thereto); thence southeasterly to a point in the east line of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of said SE $\frac{1}{4}$, said

point being 375 feet north of the southeast corner of the N $\frac{1}{2}$ of said W $\frac{1}{2}$ of the W $\frac{1}{2}$ of said SE $\frac{1}{4}$; thence north along said east line to a point in said east line, said point being 612.50 feet south of the northeast corner of said N $\frac{1}{2}$ of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 20; thence west and parallel with the north line of said SE $\frac{1}{4}$, a distance of 343.53 feet to a point; thence north and parallel with the west line of said quarter section, a distance of 412.50 feet to a point, said point being 200 feet south of the north line of said SE $\frac{1}{4}$; thence west and parallel with the north line of said SE $\frac{1}{4}$, a distance of 112.67 feet to a point; thence north and parallel with the west line of said SE $\frac{1}{4}$, a distance of 200 feet to a point in the north line of said SE $\frac{1}{4}$, said point being 210.15 feet east of the northwest corner thereof; thence west along the north line of said SE $\frac{1}{4}$, a distance of 210.15 feet to the place of beginning; excepting that part of the above-described premises which was conveyed to Milwaukee County by Warranty Deed recorded in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin, in Reel 213 on Image 320 as Document No. 4132842 and described as follows: Beginning at a point 450 feet south of the northwest corner (measured along the west line) of said SE $\frac{1}{4}$ and 160 feet east of (measured at right angles to) the west line of said SE $\frac{1}{4}$; thence southeasterly along a line whose easterly-most point is 740 feet south of the northwest corner (measured along the west line) of said SE $\frac{1}{4}$ and 385 feet east of (measured at right angles to) the west line of said SE $\frac{1}{4}$, a distance of 229 feet to the place of beginning of the land to be described; thence continuing southeasterly to a point 740 feet south of the northwest corner (measured along the west line) of said SE $\frac{1}{4}$ and 385 feet east of (measured at right angles to) the west line of said SE $\frac{1}{4}$; thence southeasterly along a line whose easterly-most point is 840 feet south of the northwest corner (measured along the west line) of said SE $\frac{1}{4}$ and 560 feet east of (measured at right angles to) the west line of said SE $\frac{1}{4}$, a distance of 50 feet to a point; thence northwesterly to the place of beginning.

18. Addition to Valley Power Plant: That part of the west 500 feet of the south 207 feet of Lot 7 in the Plat of the Partition of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 29, Township 7 north, Range 22 east, which lies north of West Canal Street in the City of Milwaukee; subject to recorded easements for public utilities and certain railway rights.

Also that parcel of land situated in the SW $\frac{1}{4}$ of Section 29, Township 7 north, Range 22 east, in the Plat of the Town of Milwaukee (now a part of the City of Milwaukee) on the west side of the Milwaukee River, bounded and described as follows: Beginning at a point where the west line of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 29 intersects the middle line of the North Menomonee Canal; running thence south along said west line to the southwest corner of reserved or marsh Lot 6;

thence east along the south line of said Lot 6 to a point where the said south line of said lot intersects a line drawn parallel with and 50 feet east of the said west line of the said E $\frac{1}{2}$ of the said SW $\frac{1}{4}$; thence north along said line drawn parallel with and 50 feet east of the said west line of the said E $\frac{1}{2}$ of the said SW $\frac{1}{4}$ to a point where the said parallel line intersects the middle line of the North Menomonee Canal; thence west along said middle line of the said canal to the point of beginning (being a part of reserved or marsh Lot 6 and a part of Lots 6 and 7, in Block 154, and a part of the vacated natural basin adjoining, in the SW $\frac{1}{4}$ of said Section 29); except the south 35 feet of the above-described premises conveyed for street purposes, and subject to the north 70 feet used for the North Menomonee Canal.

OUTAGAMIE COUNTY

19. Miscellaneous Property: Lot 13 and the south 42 feet of Lot 14, Block 19, in Kesting 5th Subdivision, being a subdivision of a part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 24, Township 21 north, Range 17 east, in the City of Appleton.

RACINE COUNTY

20. Charles Substation: Lot 1, Block 2, Ortell's Addition to Racine, being a subdivision of a part of the NE $\frac{1}{4}$ of Section 5, Township 3 north, Range 23 east.

21. Franksville Substation: That part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 33, Township 4 north, Range 22 east, described as follows: The south 180 feet of the east 250 feet of the north 622.13 feet of the east 31 acres of the south 50 acres thereof; subject to Nicholson Road on the east.

22. Oak Park Substation: All except the west 40 feet of Lots 2, 3 and 6, Block 31, in Jay Eye See Land Company's Subdivision No. 3, being a subdivision of a part of the SE $\frac{1}{4}$ of Section 18, Township 3 north, Range 23 east, in the City of Racine.

23. Transmission Line Land: That part of the E $\frac{1}{2}$ of Section 31, Township 3 north, Range 23 east, which lies within lines drawn 50 feet on each side of the center line of the Chicago & Milwaukee Electric Railroad as said center line has been surveyed, staked out and located across said Section 31. Said center line intersects the south line of the E $\frac{1}{2}$ of said Section 31 at a point 1,031.57 feet east of the southwest corner of said E $\frac{1}{2}$ and runs thence northeasterly along a straight line to a point in the east-west quarter section line which is 882.1 feet west

of the east line of said Section 31; thence continuing along the same straight line, a distance of 1,507.7 feet to a point of curve; thence northerly along a curved line (convex easterly) having a radius of 11,459.2 feet, a distance of 1,226.8 feet to a point in the north line of said Section 31 which is 208.2 feet west of the northeast corner thereof.

SHEBOYGAN COUNTY

24. Elkhart Lake Service Building: That part of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 20, Township 16 north, Range 21 east, Village of Elkhart Lake, bounded and described as follows: Beginning at the southwest corner of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 20; running thence easterly along the south line of said SW $\frac{1}{4}$, a distance of 33 feet to the center line of State Trunk Highway 67; thence northerly along the center line of said highway, a distance of 810.20 feet to a point of curve; thence continuing northerly along the center line of said highway on a curve to the left, a distance of 405.04 feet (the radius of said curve is 11,461.1 feet, and the chord bears North 00° 04' West) to the point of beginning of the tract to be described; thence continuing northerly along the center line of said highway on said curve, a distance of 228.26 feet (the chord bears North 01° 31' West) to the point of tangent of said curve, thence North 02° 05' 15" West along the center line of said highway, a distance of 21.96 feet to a point; thence South 89° 34' East, a distance of 289.87 feet to a point; thence south, a distance of 250 feet to a point; thence North 89° 34' West, a distance of 283 feet to the place of beginning; subject to State Trunk Highway 67 on the west.

25. Addition to Haven Power Plant Site: Lot 1 and the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 16 north, Range 23 east, including riparian rights.

Also Lot 3 and the N $\frac{1}{2}$ of the E $\frac{2}{3}$ of Lot 4 in Section 15, Township 16 north, Range 23 east.

Also that part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 15, Township 16 north, Range 23 east, bounded and described as follows: Beginning at the northwest corner of the SW $\frac{1}{4}$ of said Section 15; running thence south along the west line of said section, a distance of 825 feet; thence South 88° 01' East, a distance of 824.1 feet; thence South 74° 45' East, a distance of 287.8 feet; thence South 87° 36' East, a distance of 229.1 feet to the east line of the NW $\frac{1}{4}$ of said SW $\frac{1}{4}$; thence north along said east line to the northeast corner of said NW $\frac{1}{4}$ of said SW $\frac{1}{4}$; thence west along the north line of said SW $\frac{1}{4}$ to the place of beginning.

Also the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, Township 16 north, Range 23 east; except the right of way of Chicago and North Western Railway Company on the west, and a parcel of land described as follows: Beginning at a point in the east line of said Section 16 which is 736.8 feet north of the south line of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 16; running thence north along the said east line, a distance of 280 feet; thence west 200 feet; thence southeasterly to a point 111 feet due west of the point of beginning; thence east 111 feet to the place of beginning.

Also the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, Township 16 north, Range 23 east.

WALWORTH COUNTY

26. Warner Substation: The north 200 feet of the south 1,202.13 feet of the west 300 feet of the NW $\frac{1}{4}$ of Section 6, Township 4 north, Range 15 east; subject to Warner Road on the west.

WASHINGTON COUNTY

27. Church Substation: The north 180 feet of the west 250 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 25, Township 10 north, Range 20 east.

28. Gilbert Substation: That part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 17, Township 11 north, Range 19 east, described as follows: Beginning at a point in the north line of said Section 17, said point being 1,643.3 feet west of the northeast corner of said section; running thence south and parallel with the east line of said section, a distance of 115.72 feet to a point in the south line of State Trunk Highway 33, said point being the beginning of the land to be described; running thence South $00^{\circ} 52'$ East and parallel with the east line of said section, a distance of 250 feet to a point; thence South $89^{\circ} 58'$ East and parallel with the south line of State Trunk Highway 33, a distance of 180 feet to a point; thence North $00^{\circ} 52'$ West and parallel with the east line of said section, a distance of 250 feet to a point in the south line of State Trunk Highway 33; thence North $89^{\circ} 58'$ West along the south line of said highway, a distance of 180 feet to the place of beginning.

29. Pilgrim Substation: That part of the SE $\frac{1}{4}$ of Section 22, Township 9 north, Range 20 east, bounded and described as follows: Beginning at a point in the southerly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way, said point being the point of intersection of the east line of said Section 22, said east line also being the center line of Pilgrim Road (County Trunk Highway

"YY") extended north, with the southerly line of said railroad right of way; running thence south along the east line of said section, a distance of 245 feet to a point; thence North 89° 31' 30" West and parallel with the south line of said section, a distance of 250 feet to a point; thence north and parallel with the east line of said section, a distance of 378.26 feet to a point in the southerly line of said railroad right of way; thence South 28° 26' 30" East along the said southerly line of said railroad right of way, a distance of 284.32 feet to the place of beginning; subject to the reservation of a 50-foot strip on the east for highway purposes.

30. Rusco Substation: That part of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 36, Township 11 north, Range 19 east, bounded and described as follows: Beginning at a point in the west line of said Section 36, said point being 200 feet south of the northwest corner of said section; running thence south along the said west section line, a distance of 180 feet to a point; thence east and parallel with the north line of said section, a distance of 250 feet to a point; thence north and parallel with the west line of said section, a distance of 380 feet to a point in the north line of said section; thence westerly along the north line of said section, a distance of 50 feet to the northeast corner of the premises described in that Warranty Deed recorded in the Office of the Register of Deeds for Washington County in Volume 382 on Page 132 as Document No. 270782; thence south along the east line of the premises described in the above-cited document, a distance of 200 feet to the southeast corner of said premises; thence west along the south line of the said premises, a distance of 200 feet to the place of beginning; subject to State Trunk Highway 45 on the west and County Trunk Highway "NN" on the north.

31. Addition to West Bend Office Property: Lot 8, Block 2, Weil's Addition to the Village (now City) of West Bend, a subdivision of a part of the N $\frac{1}{2}$ of Section 14, Township 11 north, Range 19 east.

WAUKESHA COUNTY

32. Transmission Line Land: That part of the SE $\frac{1}{4}$ of Section 25, Township 8 north, Range 20 east, in the Village of Menomonee Falls, bounded and described as follows: Beginning at a point in the east line of said Section 25, said point being South 00° 46' 10" West and 2,066.85 feet distant from the east-west quarter section line, said point also being in the north right-of-way line of the Chicago and North Western Railway; thence North 78° 43' 30" West along said north right-of-way line, a distance of 1,518.60 feet to a point in the approximate center line of the Menomonee River which is the place of beginning of the parcel herein described; thence continuing North 78° 43' 30" West along said north right-of-way line, a distance of 1,163.36 feet;

thence North $00^{\circ} 02' 30''$ East, a distance of 220.94 feet; thence North $89^{\circ} 54' 40''$ East, a distance of 1,313.76 feet to a point in the aforementioned approximate center line of the Menomonee River; thence South $37^{\circ} 43' 18''$ West along said approximate center line, a distance of 174 feet; thence South $12^{\circ} 00' 32''$ West, a distance of 319.81 feet to the place of beginning.

Electric Transmission Lines

The following electric transmission lines located in the State of Wisconsin, reference to which shall not be deemed to exclude any other such lines or any distribution lines not mentioned:

Line 178: A 138,000 volt, single circuit line, approximately 17.80 miles in length, on wood H-frames, extending from the Concord substation in the NW $\frac{1}{4}$ of Section 14, Township 8 north, Range 15 east, Town of Watertown, southerly and westerly through portions of the Towns of Watertown and Farmington, through the Town of Aztalan and a portion of the Town of Jefferson to the Jefferson substation located in the SE $\frac{1}{4}$ of Section 5, Township 6 north, Range 14 east, all in Jefferson County.

Line 179: A 138,000 volt, single circuit line, approximately 11.60 miles in length, on wood H-frames, extending from the Jefferson substation in the SE $\frac{1}{4}$ of Section 5, Township 6 north, Range 14 east, Town of Jefferson, westerly through a portion of the Town of Jefferson and through the Town of Oakland, all in Jefferson County, and westerly and southerly through a portion of the Town of Christiana in Dane County, to a connection in Section 23, Town of Christiana, with the facilities of Wisconsin Power and Light Company.

Line 180. A 138,000 volt, single circuit line, approximately 12.12 miles in length, of which approximately 1.64 miles is on single circuit steel towers and 10.48 miles is on wood poles, extending from the St. Rita substation in the NW $\frac{1}{4}$ of Section 29, Township 4 north, Range 23 east, Town of Caledonia, westerly and southerly through a portion of the Town of Caledonia, and southerly and easterly through portions of the Town of Mt. Pleasant and the City of Racine to the 19th Street substation located in the City of Racine, all in Racine County.

WISCONSIN ELECTRIC POWER COMPANY

Data Relative to Recording of
Eleventh Supplemental Indenture dated November 15, 1967

This Eleventh Supplemental Indenture dated November 15, 1967 was recorded in the office of the Register of Deeds of the Counties listed below, all in the state of Wisconsin, as follows:

County	Date Recorded	Time	Reel or Volume	Image or Page	Document No.
Brown	November 17, 1967	11:15 A.M.	795	82	669315
Calumet	November 17, 1967	9:00 A.M.	99	342	111391
Dane	November 17, 1967	11:15 A.M.	1197	301	1200875
Dodge	November 17, 1967	8:38 A.M.	367	174	523479
Fond du Lac	November 17, 1967	9:30 A.M.	575	379	227394
Jefferson	November 17, 1967	9:30 A.M.	406	544	671048
Kenosha	November 17, 1967	8:50 A.M.	765	208	499566
Manitowoc	November 17, 1967	9:41 A.M.	397	247	434832
Milwaukee	November 17, 1967	9:00 A.M.	391	920	4358092
Outagamie	November 17, 1967	9:00 A.M.	765	139	607280
Ozaukee	November 17, 1967	9:48 A.M.	226	223	219207
Racine	November 17, 1967	8:30 A.M.	965	484	831153
Rock	November 17, 1967	8:00 A.M.	267	236	723658
Sheboygan	November 17, 1967	8:08 A.M.	527	19	897093
Walworth	November 17, 1967	8:45 A.M.	483	41	597320
Washington	November 17, 1967	10:45 A.M.	440	536	296664
Waukesha	November 17, 1967	9:10 A.M.	989	226	699890
Waupaca	November 17, 1967	8:25 A.M.	391	381	315075

(67) County	Date Recorded	Time	Volume	Page	Document No.
Portage	May 8, 1968	10:00A.M.	269	407	269475

67 County	Date Recorded	Time	Volume	Page	Document Number
Wood	Sept. 25, 1975	10:45 A.M.	387	617	544307